

निर्देश
15/7/17

संख्या- 885 /XXVIII(1)/2017-19(मे0का)/2015

प्रेषक,

सुरेन्द्र सिंह रावत,
उप सचिव,
उत्तराखण्ड शासन।

सेवा में,

निदेशक,
चिकित्सा शिक्षा विभाग,
निदेशालय, देहरादून।

चिकित्सा शिक्षा अनुभाग-1

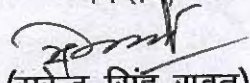
देहरादून: दिनांक 15 जुलाई, 2017

विषय:- राजकीय मेडिकल कॉलेजों में एम0बी0बी0एस0 पाठ्यक्रम में अनिवार्य राजकीय सेवा संबंधी नवीन बॉण्ड के क्रियान्वयन के संबंध में।

महोदय,

कृपया शासनादेश संख्या-879/XXVIII(1)/2017-19(मे0का)/2015 दिनांक 15.07.2015 के द्वारा राजकीय मेडिकल कॉलेजों में एम0बी0बी0एस0 पाठ्यक्रम में अनिवार्य सेवा संबंधी पूर्व में अधिसूचित बॉण्ड में किये गये संशोधनों का समावेश करते हुए अनुमोदित नवीन बॉण्ड संलग्न कर आपको आवश्यक अग्रेतर कार्यवाही किये जाने हेतु प्रेषित किया जा रहा है।

संलग्नक-यथोक्त।

भवदीय

(सुरेन्द्र सिंह रावत)
उप सचिव।

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WHEREAS, in such circumstances, the Government has decided that all the MBBS students enrolling in Government Medical Colleges of Uttarakhand against the State Quota and also the students of Central quota shall have an option to complete the MBBS course on the payment of subsidized tuition fees of Rupees 50,000 (Fifty Thousand) per annum as against the full tuition fees of Rupees 4,00,000 (Four Lakh) per annum or as applicable from time to time.

WHEREAS, the present medical student of this bond has opted for the subsidized fees and in consideration thereof agrees to serve the State as a Medical Officer/ Doctor on contract basis for minimum of five years, out of which, in the first year he/she shall be appointed in a Government District Hospital/Base Hospital, situated in hilly region of 09 Districts of the State, excluding 04 Districts of Uttarkhand i.e. Dehradun, Haridwar, Nainital and UdhamSingh Nagar; after completion of their MBBS Course with due registration, and thereafter for the next 04 years, he/she will be deputed/sent to the Community Health Centers of the said 09 Districts. However, in case any of such appointed Doctor remain absent un-authorizedly for less than 02 months, his/her salary will be deducted as here under:-

- i) In case of unauthorized absence from duty for 1 to 10 days, his/her salary will be deducted to an amount, double the salary of each days absence.
- ii) In case of unauthorized absence from duty for more than 10 days, his/her salary will be deducted to an amount, equal to the salary of one month.

However in case any such medical student fails to discharge his/her duties for the said period of 05 years or for any lesser period or a period which is more than 02 months of absence from such duties as medical officer or Doctor in the hilly regions of the said 09 Districts as per given appointment, in that case, for the remaining period of absence, a proportionate sum of bond amount shall be recovered from him/her.

NOW, THEREFORE, the conditions of the present Bond/Service Contract executed by the Medical Student, his/her First Surety and Second Surety on one part and byPrincipal of theon behalf of the Government of Uttarakhand on another are as follow-

1. That as part of the present bond, the Government will charge subsidized tuition fees of Rs. 50,000/- (Rs. Fifty Thousand) per year from the students executing the bond under this scheme. This is a subsidized tuition fees as compared to the present full annual tuition fees of Rs. 4,00,000 (Four Lakh) per annum. Tuition fees would be chargeable for a total of 4-1/2 years.

2. That it is provided as under:-

i) That the medical student will undergo all such courses and training as the Government may prescribe from time to time at Government Medical Colleges of Uttarakhand and associated Institutions. Attendance at all prescribed course and

training course is compulsory and absence from which, without prior permission from the Appropriate Authority will attract disciplinary and other action as per rules, laid down by the Uttarakhand Government.

(ii) That the medical student during his/her study at the Government Medical Colleges of Uttarakhand shall be governed by the prescribed standing orders, code of conduct and any other instructions in this regard and violation of these orders/instructions shall attract penalties awarded by the Government of Uttarakhand/Competent Authority and other action as per rules laid down by the Government/Competent Authority whose decision shall be final.

(iii) That the medical student after successful completion of MBBS Degree Course/Training, unless he/she is prevented from doing so, by death or on account of ill health or by being removed from the college roll on the grounds that he/she is considered by the Appropriate Authority to be unfit to continue as a medical student (of which the decision of Government of Uttarakhand/Appropriate Authority shall be final), if offered position as a medical officer on contractual basis in any of the Government Hospital/Health Centre in hilly areas of Uttarakhand, shall serve as such for a minimum period of five years, as stipulated hereinabove.

(iv) Provided that where a Medical Student enrolls for MD/MS course immediately after the completion of MBBS course, he/she may be permitted by the Appropriate Authority (**Director General, Medical Health & Family Welfare/Medical Education, Uttarakhand**) to serve the State immediately after completion of the said MD/MS course. It shall be sole discretion of the Appropriate Authority to grant or refuse the permission and shall not be claimed as a matter of right. Where the medical student refuses or fails to serve the State after MD/MS course, the total amount which the Medical Student, his/her sureties are bound to pay the Government under the present Bond **will be** full amount of Bond i.e. Rs 1.00 Crore. Similarly, without the permission of the Appropriate Authority, pursuing of MD/MS course would lead to liabilities under the present Bond.

(v) That the sureties shall be liable severally and jointly to fulfill the conditions of this bond provided the student is declared a Non-Service Liability under Para 5 and 6 herein below. This bond shall subsist throughout the period until the student serve the State as a medical officer on contractual basis in any of the Government Hospital/Health Centre in hilly areas of Uttarakhand for a minimum of five years after completion of MBBS course or MD/MS course, as the case may be, and shall only be discharged from service liability under the Bond when the State Government/Appropriate Authority (**Directorate, Medical, Health & Family Welfare/ Medical Education, Uttarakhand**) has issued a certificate to this effect.

(vi) That if medical student does not or refuse to serve the State as a medical officer on contractual basis in any of the Government Hospital/Health Centre in hilly areas of Uttarakhand for a minimum period of five years after completion of MBBS course or MD/MS course, as the case may be, under the present service bond, as stated

hereinabove, the Bond Amount shall be paid by the sureties severally and jointly to the Government provided that in case a medical student serves the state for a period of one year only, he will get a relaxation of 20% of the bond amount and by paying 80% of the bond amount he can be relived from the responsibility of serving in hill areas. Similarly for other period of service, he will get a proportionate adjustment, as stated above.

(vii) That both the sureties as well as the medical student agree that the Bond Amount or any other amount which they under the present bond are liable to pay the Government severally or jointly, shall be recoverable from them as arrears of land revenue under the Uttar Pradesh Public Moneys (Recovery of Dues) Act, 1972 (as applicable in the State of Uttarakhand) or any other law relating to recovery of money as arrears of land revenue.

(viii) That the medical student and his/her Father/mother/legal guardian as first surety agree that the original degree of MBBS course awarded to the student would be kept in the safe custody of the Principal,.....Medical college till the conditions of this bond are fulfilled by the student and his/her sureties and the state Government/Appropriate Authority (**Directorate, Medical, Health & Family Welfare/ Medical Education, Uttarakhand**) has issued a certificate to that effect under the sub-pare (5) above.

3. That the medical student once having joined the college will not be permitted to withdraw from the college after admission without payment or recovery as the case may be, of the Bond Amount. It is agreed that the medical student shall be withdrawn/removed from the roll of the Government Medical colleges by the Appropriate Authority on any of the following grounds:-

- (i) Unsatisfactory/disciplinary conduct during the course or training at the College and till the date of the course as determined by the college authorities and approved by the Director, Medical Education, Uttarakhand whose decision shall be final and binding on the student.
- (ii) Unsatisfactory academic progress as reported by the college authorities and approved by the Government of Uttarakhand whose decision shall be final and binding on the student.
- (iii) Knowingly furnishing false particulars for admission to the said college.
- (iv) Failing to give correct medical history as required at the time of pre-admission Medical Board.
- (v) Any other condition which may be imposed by Government/Appropriate Authority from time to time.

4. (i) That it is agreed that admission to Government Medical Colleges of Uttarakhand under the present bond implies service liability as Medical Officer on contract basis for minimum of five years in any of the Government Hospital/Health Centre in hilly areas of Uttarakhand as stated hereinabove.

(ii) That it is agreed that admission to Government Medical Colleges of Uttarakhand under the present bond implies service liability as Medical Officer on

contract basis for minimum of five years in any of the Government Hospital/Health Centre in hilly areas of Uttarakhand as stated hereinabove. If a medical student decides not to continue as a service liability or intends to withdraw from the college of his/her on volition, then he/she will be allowed to continue his/her studies or withdraw from college as a Non-Service Liability, after payment of full Bond Amount.

5. Conditions of Non Service Liability because of medical reasons:

That the medical student will be declared to have become Non-Service Liability on being declared medically unfit by a Medical Board for service in hilly areas of Uttarakhand due to any disease/disability detected at any stage during the course, as under:-

- (i) The Medical Board headed by Director General, Medical Health and Family welfare, Uttarakhand will express their opinion on the circumstances under which the student acquired the disease/disability and whether or not he/she had any control over those circumstances, On recommendations of the Medical Board, the Medical Student may be declared a Non-Service Liability.
- (ii) If on the recommendation of the Medical Board headed by Director General, Medical Health and Family Welfare, Uttarakhand, the medical Student is found permanently unfit for service in hilly areas of Uttarakhand during his/her course of studies, he/she would be removed from Service Liability and shall be liable to pay the Bond Amount along with compound interest. The Bond Amount will be paid within one month of being declared non-service Liability failing which the amount shall be recovered from medical student and his/her sureties of the Student severally or jointly in the manner as provided in sub-para (7) of Para-2 of this Bond.
- (iii) The quantum of Bond Amount to be recovered in each case shall be decided taking into account the following factors:-
 - (a) Time elapsed between joining the MBBS course and date of becoming Non-Service Liability.
 - (b) Severity of the disease/Liability.
 - (c) Nature of the disease/disability whether constitutional for example as result of any accident on land, sea or air.
- (iv) However, full waiver of money may be granted by the Government of Uttarakhand in case of grave illness/severe disability necessitating withdrawal from the college or on death of the student on the basis of individual cases.

Provided that the student in point (i) above, may be allowed to continue his/her stay in the hostel on payment of the normal expenses of education including tuition fee and fees for boarding and lodging facilities as applicable

from time to time if he/she has contracted the disease/disability in the circumstances over which he/her has no control and for which he/she has not refused treatment. The decision of the Government in this regard shall be final.

6. Conditions of Non Service Liability because of non-medical reasons:

That the medical student shall also be declared to have become Non-Service Liability in any of the following condition:-

(I) If he fails to attain attendance below 50% in any consecutive terms of the course for reasons other than medical.

(II) Where the medical student becomes Non-Service Liability under sub-para (I) above, Government shall have right to recover from the student and his/her sureties full tuition fee at the rate of Rs. 4,00,000 (Four lakh) per year or any enhanced amount of fees for the concerned year of the student's stay at the Medical college (minus fees already paid) along with compound interest for the said period.

7. That where medical student is declared a Non-Service Liability under Para 5 and 6 and any other provision of this Bond, the sureties shall jointly and severally be liable to pay forthwith to the Government full fees of the MBBS course for the period from the date of admission to the date of becoming Non-Service liability or removal from the college rolls, together with compound interest on the said money. Additional simple interest shall be levied if the payment is late i.e. delayed beyond 45 days from the date of becoming Non-Service Liability or from the date of withdrawal from the college. In case of removal from the college, all dues will be settled before leaving the college.

8. That where medical student refusing five years service in hilly regions of Uttarakhand as offered by the Department under this Bond, offers to pay the Government the Bond Amount or the proportional amount as the case may be, he/she may be released from Service Liability by the administration of the medical college on payment of the Bond Amount or the proportional amount as per period of service in government treasury through DG Health.

9. That medical student while taking admission in Government Medical College of Uttarakhand shall deposit a sum of Rupees 5000/- (Rupees five thousand only) as refundable security money. If the medical student withdraws from the college on his/her volition prematurely, the security money shall stand forfeited to the Government.

10. That liability of the sureties shall not be impaired or discharged by reason of time being granted, any forbearance of the Government or any other person authorized by it (whether with or without the knowledge or consent of the surety) nor shall it be necessary for the Government to sue the medical student and his/her first Surety before suing the second surety.

11. That it is agreed that except in cases where any sum of money is recovered by the Government under the present Bond as arrears of land revenue, if there is any dispute to the effect, meaning of these presents, or otherwise, however, except as to matters for which specific provision has been made in these presents, the same shall be referred to the sole arbitration of the Principal Secretary / Secretary, Department of Medical Education, Government of Uttarakhand or any other person appointed by him as per the provisions of the Arbitration and Conciliation Act 1996, as amended from time to time.

Having clearly understood and agreed with the terms and conditions herein above and in witness thereof the parties (Medical Student, First and Second Surety) do hereby affix their signatures on the day mentioned above.

1.
Signature of Student.
Details of Student (Name etc.).....

Self
attested
photograph
of the
student

2.
Signature of parent/guardian/first surety of the medical student
In the presence of:-

Self
attested
photograph
of parent/
guardian/1st
surety

1)
2)

3.
Signature of second surety of the medical student in the presence of:-

Self
attested
photograph
of 2nd
Surety

1)
2)

Note-Self attested photocopies of ID proof of first & second surety to be submitted.

DECLARATION BY FIRST SURETY

I.....S/o/ D/o.....
R/o.....Occupation.....Whose
signature is appended to in this bond as first surety , do hereby declare that:-

- (a) I am in service of the Central/State Government/Local Authority/Corporation/Body/Enterprise owned or controlled by the Central/State Government or self employed. My present designation, details of the employer and office address is
- (b) I ordinarily reside in India and that I possess means which will enable me to repay to the Government the sum of money referred to in the event of my being called upon to do so in accordance with the terms of this Bond.
- (c) I possess immovable property details of which are as follows (photocopy enclosed)

(Signature of First Surety)

(Surety means able to discharge one's debts and obligation in full)

Signed by the above named surety in the presence of:-

WITNESS

- 1)
- 2)

DECLARATION BY SECOND SURETY

I.....s/o/ D/o.....
R/o.....Occupation.....Whose
Signature is appended to in this bond as second surety , do hereby declare that:-

- (a) I am in service of theCentral/State Government/Local Authority/Corporation/Body/Enterprise owned or controlled by the Central/State Government or self employed. My present designation, details of the employer and office address is

(b) I ordinarily reside in India and that I possess means which will enable me to repay to the Government the sum of money referred to in the event of my being called upon to do so in accordance with the terms of this Bond.

(c) I possess immovable property details of which are as follows
.....(photocopy enclosed)

(Signature of Second Surety)

(Surety means able to discharge one's debts and obligation in full)

Signed of the above named surety in the presence of:-

WITNESS

1)

2)

4. **Signed by**.....

(Principal.....)

Name and designation

(To be signed by the Principal of Government Medical Colleges..... for and on behalf of the Government of Uttarakhand) in the presence of:-

1)

2)